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# CLERMONT COUNTY, OHIO

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## REQUEST FOR PROPOSALS FOR TRANSIT AND FLEET MANAGEMENT FOR CLERMONT COUNTY OHIO

RFP AVAILABILITY DATE: OCTOBER 20, 2011

CLOSE DATE: DECEMBER 22, 2011, 2:00 P.M.

**CLERMONT COUNTY, OHIO**

**COMMISSIONER – EDWIN H. HUMPHREY**

**COMMISSIONER – ROBERT L. PROUD**

**COMMISSIONER – ARCHIE WILSON**

**COUNTY ADMINISTRATOR – DAVID L. SPINNEY**

### **REGISTERING YOUR EMAIL ADDRESS FOR QUESTIONS CONCERNING THIS RFP:**

Potential respondents are encouraged to register an email address with Clermont County as soon as possible so that an email list can be established to disseminate changes, additions and deletions to the RFP. (When you register via email, please follow up with a phone call to (513)732-7919 if you don't receive a confirmation that your registration was received.) Additionally, those who have registered an email address will be provided with all questions and the County's responses (if registered as of the date and time of the response).

#### **PLEASE REGISTER VIA EMAIL:**

**Connie Tibbe**

**Administrative Assistant**

**[ctibbe@clermontcountyohio.gov](mailto:ctibbe@clermontcountyohio.gov)**

**PLEASE EMAIL, DO NOT CALL, WITH YOUR QUESTIONS OR COMMENTS**

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# OVERVIEW

## Introduction

The Board of Clermont County Commissioners (County) is soliciting proposals from qualified firms to provide transit management services for the transit system serving Clermont County and general management services for the county's fleet maintenance operation.

Transit - Clermont County wishes to engage a firm to provide for the day-to-day management of the transit system using a resident management team under the policy direction of The Board of Clermont County Commissioners. The management services to be provided include, but are not limited, to those relating to management of the daily operations, routes, scheduling, fare structure, service standards, budgeting, accounting, purchasing, safety, insurance, claims, employee selection/training, labor negotiations/relations, equipment and facilities utilization, maintenance, transit planning, marketing, advertising, security, public relations, coordination with planning and social service agencies, administration of contracts for special transit services, use of home office support/supplemental services and such other management functions as are needed in the operation of an urban/rural transit system. The County will develop overall policy, establish fare policy and structure, and provide overall goals for the transit system.

Fleet - Clermont County wishes to engage a firm to provide for the day-to-day management of the Fleet Maintenance Operation under the policies, standards, and procedures established by the County. The services to be provided include, but shall not be limited to, assisting the County in carrying out the function of equipment and building utilization and maintenance, security, purchasing, accounting, budgeting, safety, insurance, and claims, employee selection and training per County policy, labor negotiations, equipment selection, and all other normal managerial functions reasonably required in the day-to-day operation of the Fleet Maintenance Operation.

## Background

Transit - With an annual operating budget of approximately \$2 million, the Clermont Transportation Connection provides approximately 70,000 passenger trips per year on the fixed route transit service, approximately 24,000 passenger trips on the rural demand response service, and approximately 12,000 passenger trips for Medicaid recipients through a contract with the Clermont County Department of Job and Family Services. The County owns all of the facilities, equipment, and rolling stock needed to carry out operations. The operations and maintenance staff consisting of 30 full-time and 2 part-time employees are employed by the County. The rolling stock consists of 34 transit coaches. The County also contracts for limited services through the Southwest Ohio Regional Transit Agency.

Fleet – The County Fleet Maintenance Operation is organized as an internal service fund that bills other departments of the County for services provided. It provides maintenance services to the transit operation, the County Sheriff, some support to the Water Resources Department and the County Engineer as well as many other County departments. It manages purchase and dispensing of fuel for the entire county government. The department routinely maintains 215 vehicles per month with a staff of 4 and an annual operating budget of \$2.5 million.

**Pre-Proposal Conference:** A non-mandatory Pre-Proposal Conference will be held at 1:00 p.m. on November 10, 2011 at 4001 Filager Road, Batavia, Ohio. The purpose of this conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Proposers having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference is recommended.

The successful Proposer, or its predecessor, must have and be able to demonstrate that it has a minimum of five (5) years experience in day-to-day management of transit systems and fleet maintenance operations of similar size as the County's.

## REQUIRED CONTENT OF PROPOSALS

Clermont County requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP. Proposal must include, at a minimum, the following sections in the order indicated:

- 1) **Copy of this RFP**
- 2) **Letter of Transmittal** – A letter signed by an officer of the company or signed by another employee and accompanied by an affidavit of authority to bind the company. Include project name, name of firm submitting the proposal, contact information for the person that will act as project leader including name, title, address, telephone and fax numbers and email address.
- 3) **W-9 Request for Taxpayer Identification Form (Attachment 2)**
- 4) **Affidavits & Certifications**
  - a. Affidavit affirming compliance with 9.24 and 5719.042 of the Ohio Revised Code (Attachment 3)
  - b. Non-Collusion Affidavit (Attachment 4)
  - c. Ineligible Contractors Certificate (Attachment 5)
  - d. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization in compliance with 2909.33 of the Ohio Revised Code (Attachment 6)
  - e. Certification Regarding Lobbying Pursuant to 49 CFR Part 20 (Attachment 8)
  - f. Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters (Attachment 9)
- 5) **Qualifications** - Description of the organization, covering background experience connected with transit and fleet operations.
- 6) **Description of Project Understanding** - Outline of the proposer's understanding of the project.
- 7) **Personnel** - Resumes of the individual(s) assigned to the project and other staff personnel available to support the project. Particular attention should be given to the proposer's organization which provides internal service for supporting the project team and facilitates quality assurance auditing of the project work.
- 8) **Representative Project Descriptions and Client References** - Submit descriptions of similar assignments which were conducted by the proposer, including other agency's contact name and telephone number.
- 9) **Proposed Fee** - Each proposal shall include the proposed fee.

## PUBLIC/LEGAL NOTIFICATION

The Clermont Sun

Dates: \_\_\_\_\_

The Board of Clermont County Commissioners will be accepting sealed proposals for transit and fleet management services. All proposals shall be submitted, in triplicate, in a sealed envelope marked: **Proposal - Clermont County Transit and Fleet Management Proposal**. All proposals must be received in the Office of the Board of Clermont County Commissioners, Suite 329, 101 E. Main Street, Batavia, Ohio 45103, no later than 2:00 P.M. local time on **December 22, 2011**, at which time all proposals shall be opened and read publicly.

Instructions to proposers and specifications outlining the terms and conditions may be obtained by interested parties from David Spinney ,County Administrator, Phone: (513) 732-7301 or Connie Tibbe, Phone: (513) 732-7919 at the Clermont County Administrator's Office , 101 East Main Street, Batavia, Ohio 45103. Office hours are from 8:00 A.M. to 4:30 P.M., Monday thru Friday.

The Board of Clermont County Commissioners reserves the right to waive any informalities, reject any or all proposals and to hold such proposals for a period of sixty (60) days before taking any action.

This notice is also posted on the contracting authority's internet site at the following internet address: [www.clermontcountyohio.gov](http://www.clermontcountyohio.gov). In order to view the legal notice please click on the link "Legal Notices" located on the Clermont County Home Page under the "Research" tab.

BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY, OHIO

Edwin H. Humphrey  
Robert L. Proud  
Archie Wilson

Attest: \_\_\_\_\_  
Judith Kocica,  
Clerk of the Board

Bill to: BOARD OF COUNTY COMMISSIONERS  
CLERMONT COUNTY  
101 East Main Street, Batavia, OH 45103

## GENERAL INSTRUCTIONS TO PROPOSERS

### ***1) Mailing Instructions/Physical Delivery Address***

Board of County Commissioners

**"Clermont County Transit and Fleet Management Proposal"**

101 East Main Street – Suite 329

Batavia, Ohio 45103

### ***2) Proposal Schedule***

Clermont County will receive at the office of the Board of County Commissioners located at 101 East Main Street, at **2:00 p.m. on December 22, 2011**, proposal responses for the Clermont County Transit and Fleet Management Proposal. Proposals shall be delivered to Clermont County on or before the day and hour set for the opening of Proposals in the published Notice to Proposers.

Each Proposal shall be enclosed in a separate sealed envelope bearing the description of the Proposal, and the name of the Proposer. Proposals shall be made only in the form above, properly executed, and enclosed in a sealed envelope bearing the name of the Proposer, Proposal due date, and Proposal title. Proposers must send one (1) original proposal, two (2) copies of their proposal. Proposals are to be verified before submission as they cannot be corrected or altered or signed after Proposals are opened.

The County is not responsible for proposals that are delinquent, lost, mismarked, sent to an address other than that given above, or sent by mail or courier service. Proposal postmark dates and times will not be considered as meeting that deadline. Any Proposals received after the scheduled time of opening will be received, but they will not be opened or considered.

A Proposer may withdraw the Proposal, either personally or by written request, at any time prior to the scheduled time for opening of Proposals.

**Proposals will be opened publicly, at the Board of County Commissioners session room located at 101 East Main Street, 3<sup>rd</sup> floor at 2:00 p.m. on December 22, 2011.**

### ***3) Inquiries***

Questions pertaining to the RFP and the selection process should be directed to David Spinney, at email address: [dspinney@clermontcountyohio.gov](mailto:dspinney@clermontcountyohio.gov).

**Interpretation of Proposals** - Should a Proposer find discrepancies in, or omissions from the scope of work, or should Proposer be in doubt as to their true meaning, Proposer may submit to David Spinney, a written request for an interpretation thereof prior to the Proposal opening. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum issued to each person to whom specifications have been issued, and shall become part of any contract awarded. The County will not be responsible for any other explanation or interpretations.

#### **4) Addenda**

Any addenda issued by the County during the time of Proposal development shall be covered in the Proposal and shall be made a part of the contract.

#### **5) Foreign Corporations**

If the firm to be awarded the Contract is a foreign corporation, the Secretary of State has certified that such corporation is authorized to do business in this state; and the firm so awarded the Contract as a person or partnership has filed with the Secretary of State as its agent for the purposes of accepting service of summons in any action brought under Section 153.05 of the Revised Code or under Section 4123.01 to 4123.94, inclusive of the revised Code.

#### **6) Indemnification**

The proposer hereby agrees to indemnify and hold the County Harmless from any claims, demands or losses of any type or nature to any person, vendor or corporation arising in any manner from the proposer's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.

#### **7) Proposer supplied materials**

Any material submitted by a vendor shall become the property of the County. All materials and exhibits submitted in the proposal response shall not be returned to the vendor. All proposals received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio REVISED Code. Any portion of the proposal that the proposer requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire proposal response will be treated as a public record.

#### **8) County Options regarding Proposals**

The Clermont County Board of County Commissioners reserves the right, without qualification, to hold such proposals for a period of sixty (60) days before taking action and to:

- a. Select any proposal as a basis for written or oral communication with any or all of the companies or individuals when such action is considered to be in the best interest of Clermont County.
- b. Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations.
- c. Reject all proposals.

#### **9) Proposal Evaluation**

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. Responsiveness to the RFP will be a principal basis for evaluation. Clermont County intends to engage the qualified firm it determines is best suited for this assignment. It is imperative that the proposal fully address all aspects of the RFP. The proposal must provide the County's staff with



clearly expressed information concerning the consultant's understanding of Clermont County's specific requirements.

In addition to the qualifying criteria listed above, proposals are to include and may be evaluated on the following factors:

**a. Organizational structure of firm and qualifications of management personnel.**

Proposals should include at a minimum a description of the organizational structure of the firm. This description of the organizational structure should cover the corporate, regional and contract levels of management. The successful Proposer will provide a qualified and experienced management team who will reside in Clermont County, or in the surrounding area, for the term of the contract which will be for a period of three years with the option of the County to renew for up to three (3) additional one (1) year periods.

The General Manager of the successful Proposer shall have at least five (5) years experience in the transit and fleet management industry. Such General Manager must have experience and be knowledgeable of federal and state rules and regulations. Such General Manager should also have the ability to develop and execute a strategic plan for a transit system and in working with local and state governments and in expanding and marketing such systems.

**b. Financial condition of the firm and ability to perform all obligations of the contract.**

Prospective Proposers should submit the most recently audited financial statements of the firm.

**c. Experience in managing and operating similar types of transit systems.**

Prospective Proposer should submit operational references and two (2) financial or banking references. Each reference shall include organizational name, official address, contact person, title of contact and phone number. A synopsis regarding its experience in managing and operating similar types of transit systems should include the names of the facilities; the length of time it has managed and operated the systems, the types of systems being managed, and rolling stock being operated. Please provide specific information as to the Proposer's experience in the State of Ohio.

**d. The availability and plan for the technical support to be provided.**

In addition to the management team, the successful Proposer will have a central staff that is available to assist the management team on an as needed basis. The central staff must be sufficient and have sufficient experience so as to be able to offer any such assistance in a timely manner.

1. Please list the names of all full-time non-resident staff that will be available to support this engagement. Identify their particular expertise and if possible provide a resume, which details their work for similar transit systems.
2. Identify any part-time or independent contractors who are available from your firm to support this engagement. Please specify their expertise and relevant experience.
3. Please describe the plan for the use of technical support staff which your firm will implement if chosen for this assignment. Provide a timeline, the personnel assigned and the product of the work they will perform.

**e. Describe training resources that are available.**

What training will be available to system employees? Describe the professional development to be provided to the managers assigned to this engagement.

**f. Describe availability of network of customers and corporation.**

1. If your firm uses its network of managed systems to advance its understanding of transit management please share the extent of that network, how it is used, and examples of how it has benefited your customers. Of specific interest would be areas where best practices and cost savings programs have been shared from one operation to another.
2. Please describe how this network, if one exists, will be used to further the goals and effectiveness this engagement. Please provide a plan for how it will be used.

**g. Transition plan.**

Proposer must provide a detailed description of how it would take over the operation and management of transit system and related facilities from the current operator *if applicable*. The narrative should start at contract award and proceed through the entire transition period until the new operation is established. Time frames should be included.

**h. Maintenance Plan.**

Proposer is requested to provide a maintenance plan for the care of Clermont Transportation Connection.

**i. Price and Term of Contract.**

Prospective Proposers must submit the monthly proposed management fee for each year of the term of the contract, which term will be for three (3) years with up to three (3) additional one (1) year renewals upon mutual agreement of both parties. This fee must include all charges for the provision of the residential management team and all of the services enumerated in this Request for Proposal. Each proposal shall contain a completed and properly signed Fee Proposal Form, contained in Attachment 1 of this RFP. Proposer shall also include any items that it would provide that would benefit CLERMONT TRANSPORTATION CONNECTION AND THE COUNTY and the cost, if any, of such items.

**j. Compliance with Laws and Regulations.**

***THE PROPOSER SHOULD ALSO PROVIDE INFORMATION ON PREVIOUS AND EXISTING COMPLIANCE BY THE PROPOSER WITH APPLICABLE LAWS AND ORDINANCES RELATED TO THE PROPOSER'S CURRENT AND PRIOR CONTRACTS IN OPERATING TRANSIT SYSTEMS.***

Each Proposer must comply with all applicable federal, state, and local laws and regulations and include the forms attached.

**k. Conflict of Interest.**

Describe any potential conflict of interest between the Proposer and Clermont Transportation Connection and the County.

## **I. Supplemental Information.**

Proposer may include additional information such as promotional brochures, letters of recommendation, newspaper articles, etc. to support the submission requirements of this RFP.

### **10) Selection Process**

- a. All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the selection committee.
- b. A committee consisting of County representatives and/or others will then evaluate all responsive proposals, and make recommendations to the Board of County Commissioners.
- c. The award of a contract, if made, will be made to the Proposer whose proposal best furthers the interest of the Clermont Transportation Connection and the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Proposer whose proposal is deemed to be in the best interest of the County.
- d. Negotiations will take place with the primary firm on the final scope of work, the final contract proposal, and the proposal price. If a contract cannot be negotiated for this study, the negotiations with the designated consultant shall be terminated in writing and negotiations shall be started with the next highest rated consultant.
- e. The selected firm will be notified of the final approval of the contract.

### **11) Cost Liability**

The County assumes no responsibility, and no liability, for costs incurred by the prospective proposers for the purposes of preparing and submitting proposals.

### **12) Assignment**

It is to be understood that no part of this proposal shall be assigned, transferred, conveyed, sublet, or otherwise disposed of, without expressed written approval of Clermont County.

### **13) Professional Service Contract**

The successful proposer will be required to enter into a written Contract for Professional Service with the Board of County Commissioners within ten (10) days of the notification of award thereof. (Example – Attachment 6)

### **14) Exemption**

Clermont County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Sales Tax.

### **15) Receipt and Opening of Proposals**

Any proposal may be withdrawn prior to the scheduled time and date for the proposal opening.

### **16) Employment Discrimination by Contractor Prohibited.**

All public bodies shall include in every Contract of over \$10,000 the provisions in a and b herein:

- a. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contract. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of the foregoing subparagraphs (a) 1, 2 and 3 in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

### ***17) Drug –Free Workplace***

- a. Drug-free workplace to be maintained by Contractor; required contract provisions.
- b. All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### ***18) MBE and WBE***

It is the policy of the Clermont Transportation connection to maximize minority and women owned business enterprises participating in all aspects of its contracting opportunities.

### ***19) Obligation of Proposer***

At the time of opening of proposals, it shall be presumed that each vendor has reviewed the scope of work to clear up any questions. The failure of any proposer to examine any proposal requirement shall in no way relieve the proposer of any obligation or condition of these documents.

## SCOPE OF WORK

Specific responsibilities of the successful Proposer will include, but may not be limited to the following:

1. Operate the transit system in compliance with all applicable federal, state and local regulations.
2. Select, employ and properly train all employees needed to operate the transit system, including labor relations and labor contract negotiations.
3. Ensure safety of personnel, prevent losses and arrange all appropriate insurance coverages.
4. Ensure compliance with any existing labor agreement(s) and negotiate future labor agreements.
5. Maintain positive employee relations.
6. Ensure compliance with applicable environmental and occupational safety and health laws and regulations.
7. Seek state, federal and local operating and capital grants to benefit the Clermont Transportation Connection and Clermont County and properly complete all necessary documents for such grants.
8. Perform all budgeting, accounting and financial functions.
9. Prepare and administer all federal, state or local grants.
10. Establish and maintain the accounting controls necessary to ensure protection of all funds and assets and compliance with the Clermont Transportation Connection and Clermont County audit requirements.
11. Develop and execute marketing analysis and plans to increase ridership.
12. Monitor and evaluate all current operations and institute internal procedures to improve operations and create economies to reduce costs.
13. Develop and implement management techniques and operational improvements to ensure an environmentally sound transit system.
14. Prepare and execute a strategic plan for the transit system and to work with Clermont Transportation Connection and the County to help implement specific goals identified in the County comprehensive plan and County vision.
15. Perform all marketing and promotional functions for all operations including advertising.
16. Prepare and administer the budget for Clermont Transportation Connection.
17. Participate on local and or state transportation committees as needed.
18. Provide management personnel development, training continuity and recruitments as necessary.
19. Provide overall management and policy recommendations.
20. Maintain all facilities, equipment and rolling stock and make recommendations for future purchases of each category as may be required by the transit system.
21. Administration of contracts for special transit services.
22. The Proposal should specifically include the names, qualifications, and detailed resume of the person proposed as the General Manager.

## EVALUATION CRITERIA

Proposers will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP, as amended. Major criteria to be considered in evaluation include the following:

- A. The experience of the Proposer in providing similar service elsewhere, including the level of experience in working with local governments and the quality of services performed, together with the Proposer's demonstrated operational competency and established history to provide the services requested by the County through this RFP.
- B. The capabilities and experience of the proposed management team.
- C. Reasonableness/competitiveness of proposed fee and/or benefits to the County, although the County is not bound to select the Proposer who proposes the lowest fees or most benefits for services.
- D. Availability and plan for the use of technical staff.
- E. Availability and usefulness of a corporate network.
- F. Financial condition of the Proposer, including ability to perform all obligations of the resulting contract and those contained in this RFP.
- G. The viability of the proposed maintenance and transition plans provided in response to this RFP.
- H. Determination that the selected Proposer has no contractual relationships which would result in a conflict of interest to Clermont Transportation Connection and the County's contract.
- I. The Proposer's responsiveness and compliance with the RFP requirements and conditions.

## FEDERAL REGULATIONS (TRANSIT)

The successful Proposer shall be required, and hereby agrees, to comply with all applicable federal laws and regulations, including, but not limited to the following (note: attached forms or certifications must be completed):

### 1.0 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Operation of the Clermont Transportation Connection is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Clermont Transportation Connection (hereinafter referred to as CTC) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1E. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses, except those identified below as not applicable to this solicitation and any resulting contract, will be incorporated by reference in any contract resulting from this Solicitation issued by CTC. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

### 1.1 Non-Collusion; Affidavits

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and that it has not been communicated by the bidder to anyone not an employee or agent or surety of the bidder. Bidders are required to furnish a Federal Non-collusion Affidavit. Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the bidder's bid.

### 1.2 Ineligible Bidders; Certification

The bidder certifies that it is not included in the U.S. Comptroller General's List of Ineligible Contractors Debarred for Violations of Labor Standards Provisions. Bidders are required to furnish a signed Ineligible Contractors Certificate. Failure to submit the certificate at the time of bid opening shall be grounds for the disqualification of the bidder's bid.

**The following provision is applicable to any contract or subcontract in excess of \$100,000:**

### 1.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions. (Third Party Contracts Over \$100,000)

#### INSTRUCTIONS FOR CERTIFICATION

1.3.1 By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- 1.3.2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CTC may pursue available remedies, including suspension and/or debarment.
- 1.3.3 The prospective lower tier participant shall provide immediate written notice to CTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 1.3.4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CTC for assistance in obtaining a copy of those regulations.
- 1.3.5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CTC.
- 1.3.6 The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 1.3.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
- 1.3.8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 1.3.9 Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CTC may pursue available remedies including suspension and/or debarment.
- 1.3.10 The certification language is as follows:

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion - Lower Tier Covered Transaction"**



The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal."

**The following provision is applicable to any contract or subcontract in excess of \$100,000:**

**1.4     Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," included herein. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CTC.

**1.5     Interest of Members of, or Delegates to, Congress**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

**1.6     Prohibited Interest**

No member, officer, or employee of CTC or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

**1.7     Covenant Against Gratuities**

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of CTC during the period of this contract or for a period of one year thereafter.

**1.8     Program Fraud and False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

#### 1.9 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE**

#### 1.10 Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1.10.1 Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.
- 1.10.2 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 1.10.3 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (a) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 1.11 Disadvantaged Business Enterprise, 49 CFR Part 23

The Federal Fiscal Year goal has been set by the CTC in an attempt to match projected procurements with available qualified disadvantaged businesses. The CTC's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CTC as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CTC may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- 1.11.1 Policy - It is the policy of the Department of Transportation and CTC that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CTC to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of CTC's procurement activities is encouraged.

- 1.11.2 DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- 1.11.3 Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CTC may declare the contractor noncompliant and in breach of contract.
- 1.11.4 The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CTC and will be submitted to CTC upon request.
- 1.11.5 CTC will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

- \* Identification of qualified DBE
- \* Available listing of Minority Assistance Agencies
- \* Holding bid conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

- iii. Which is at least 51 percent owned by one or more women individuals, or in

the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
  - i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
  - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
  - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

#### 1.12 Access Requirements for Individuals with Disabilities

The CTC agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. CTC also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, CTC agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

## **ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS**

### **1.13 Energy Conservation**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**The following clause applies to any contract or subcontract in excess of \$100,000:**

### **1.16 CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**The following clause applies to any contract or subcontract in excess of \$100,000:**

### **1.17 Clean Water**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.18 Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.19 Seismic Safety Requirements (NOT APPLICABLE)

### **OTHER STATUTORY REQUIREMENTS**

1.20 Access to Records and Reports

1.20.1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

1.20.2 Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

1.20.3 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

1.20.4 Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.



1.20.5 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

1.20.6 The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

1.21 "Fly America" Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.22 Patent Rights (NOT APPLICABLE)

1.23 Rights in Data and Copyrights (NOT APPLICABLE)

1.24 Privacy (NOT APPLICABLE)

1.25.A **PROTEST PROCEDURES**

1.25.1 General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. CTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Clermont Transportation Connection, 4003 Filager Rd., Batavia, Ohio, 45103. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) name, address, and telephone number of protestor,
- (b) identification of contract solicitation number,
- (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (d) a statement as to what relief is requested.



Protests must be submitted to CTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the Director is considered to be the Contracting Officer.

- 1.25.2 Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of CTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by CTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by CTC, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.
- 1.25.3 Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the CTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the bid opening by the CTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the CTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:
- (a) the items to be purchased are urgently required
  - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
  - (c) failure to make award will otherwise cause undue harm to CTC or the federal government.

1.25.4 Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by CTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:

- (a) the items to be purchased are urgently required
- (b) delivery or performance will be unduly delayed by failure to make award promptly, or
- (c) failure to make award will otherwise cause undue harm to CTC or the federal government.

1.25.5 Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

- (a) alleged failure by CTC to have written protest procedures or alleged failure to follow such procedures, or
- (b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of CTC's Contracting Officer is rendered under the CTC protest procedure. In instances where the protestor alleges that CTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of CTC's failure to render a final determination in the protest.

1.25.6 Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Illinois with a concurrent copy to CTC. The protest filed with FTA shall:

- (a) include the name and address of the protestor
- (b) identify the CTC project number and the number of the contract solicitation
- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow CTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
- (d) include a copy of the local protest filed with CTC and a copy of the CTC decision, if any.

## 1.26 Notice of Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form

FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.27 Compliance with Laws/Permits and Licenses

Contractor will give all notices and comply with all federal, State, County, and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods there under, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by CTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, the Contractor shall furnish to CTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, State, County, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and CTC by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

1.28 Records Retention/Audit and Inspection of Records

1.28.1 The Contractor shall permit the authorized representatives of CTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.

1.28.2 The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that CTC, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

1.28.3 The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

#### 1.29 Contract Changes

Any proposed change in this contract shall be submitted to CTC for its prior approval and CTC will make changes only by written contract modification.

CTC may, at any time, by a written order, and without notice to sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified accordingly. Any claim for adjustment under this clause shall be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, that CTC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 1.30 No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### 1.31 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

## Attachment 1

### Fee Proposal Form

For

***Clermont County Transit and Fleet Management Services***

In accordance with the specifications, terms and conditions of the Request for Proposal and related addenda, if any, which is hereby acknowledged, the following fees are submitted on the behalf of:

Printed Legal Name and Address of Proposer

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#### Transit Fee

Monthly

Yearly

Management Fees

Management Fees

***01/20/12 to 01/19/13***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

***01/20/13 to 01/19/14***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

***01/20/14 to 01/19/15***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**Total Initial Term      Management Fee:**      \$\_\_\_\_\_

***01/20/15 to 01/19/16***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

***01/20/16 to 01/19/17***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

***01/20/17 to 01/19/18***      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**Total Optional Term Management Fee:** \$\_\_\_\_\_

**Fleet Maintenance Fee**

|  | Monthly<br>Management Fees | Yearly<br>Management Fees |
|--|----------------------------|---------------------------|
|--|----------------------------|---------------------------|

**01/20/12 to 01/19/13**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**01/20/13 to 01/19/14**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**01/20/14 to 01/19/15**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**Total Initial Term      Management Fee:** \$\_\_\_\_\_

**01/20/15 to 01/19/16**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**01/20/16 to 01/19/17**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**01/20/17 to 01/19/18**      \$\_\_\_\_\_ x 12 months =\$\_\_\_\_\_

**Total Optional Term Management Fee:** \$\_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 2

### Request for Taxpayer Identification Number and Certification

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |   |
|   | Business name, if different from above   |   |
|   | Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|   | City, state, and ZIP code  |   |
|   | List account number(s) here (optional)   |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



### ATTACHMENT 3

#### **AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE**

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned, a bidder in a competitive bidding  
for \_\_\_\_\_  
(Name of Firm)

for a \_\_\_\_\_ contract let by the County of Clermont, who, being  
(Type of Product or Service)

duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County.
2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.
3. That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public \_\_\_\_\_,

Printed Name of Notary: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## ATTACHMENT 4

### FEDERAL NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_  
(Owner, partner, officer, representative or agent)  
  
the Bidder that has submitted the attached Bid:
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Clermont County or any person interested in the proposed Contract: and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

Signature

Title

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

My Commission expires: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## ATTACHMENT 5

### INELIGIBLE CONTRACTORS CERTIFICATE

"The \_\_\_\_\_ (name of the third party contractor) hereby certifies that it IS / IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED OFFICIAL: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## ATTACHMENT 6

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

### **READ BEFORE COMPLETING YOUR DMA FORM**

**Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.**

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

|                                  |                                |
|----------------------------------|--------------------------------|
| Administration                   | Ohio Homeland Security*        |
| Ohio Bureau of Motor Vehicles    | Ohio Investigative Unit        |
| Ohio Emergency Management Agency | Ohio Criminal Justice Services |
| Ohio Emergency Medical Services  | Ohio State Highway Patrol      |
- \* DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

\*\*\*\*\* FOR INSTRUCTIONAL USE ONLY \*\*\*\*\*

## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

#### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

|              |            |     |
|--------------|------------|-----|
| LAST NAME    | FIRST NAME | MI  |
| HOME ADDRESS |            |     |
| CITY         | STATE      | ZIP |
| COUNTY       |            |     |
| HOME PHONE   | WORK PHONE |     |

#### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

|   |        |
|---|--------|
| BUSINESS/ORGANIZATION NAME                | PHONE  |
| BUSINESS ADDRESS                          |        |
| CITY                                      | STATE  |
| ZIP                                       | COUNTY |
| BUSINESS/ORGANIZATION REPRESENTATIVE NAME | TITLE  |

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above on of this declaration.

|                                 |      |
|---------------------------------|------|
| APPLICANT SIGNATURE<br><b>X</b> | DATE |
|---------------------------------|------|

## ATTACHMENT 7

### CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Commissioners of Clermont County, Ohio, (hereinafter referred to as "Board"), 101 East Main Street, Batavia, Ohio 45103, and \_\_\_\_\_ (hereinafter referred to as "Company").

In consideration of the promises herein below delineated parties do hereby agree as follows:

1. The Board retains the Company to provide professional services for ??description of services?? in accordance with the Scope of Services attached hereto attached as Exhibit A.
2. Company represents that it has sufficient training, expertise, staffing, and experience to professionally provide those services as delineated in the Scope of Services.
3. The Board shall pay the Company a total sum not to exceed \$\_\_\_\_\_, including all charges and expenses to be invoiced in 30 day increments. Each invoice shall delineate all fees in accordance with the Scope of Services.
4. Modifications of this contract must be in writing and executed by the parties prior to such change actually being effected. There will be no reimbursement for work outside the scope of this contract or fees and expenses beyond the stated limit in paragraph 3 unless there is an approved written change order.
5. Company agrees to indemnify and hold harmless the Board, Clermont County, and all its officials, employees and agents from any liability arising out of any acts or conduct, whether intentional or negligent, of the Company its officers, employees and agents which may give rise to liability.
6. Company further agrees that when using any equipment or items provided by the Board, the Company will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injuries, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. Company further agrees to be responsible for the conduct of all of its employees and will indemnify and hold the County harmless therefrom. Further, Company acknowledges that it is an independent contractor, is not an employee of the County, and will be responsible accordingly.
7. Company agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of this contract.
8. Company shall carry general liability insurance in an amount not less than \$1,000,000 per person, \$2,000,000 per incident, and Property Damage in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide to the Board a Certificate of Insurance, listing the Board of Commissioners as additional insured, as proof of compliance with this condition. Company shall also maintain liability insurance to cover all of

its employees and agents for any liability arising out of their conduct while in the employ of the Company in connection with the services rendered pursuant to this agreement.

9. Company shall provide and maintain such insurance as will protect the Company from claims under Worker's Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
10. As part of the consideration of this contract, Company represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and/or its officers or partners. Further, the Company and its principals have made no contributions to County Elected Officials in violation of Chapter 35, Ohio Revised Code.
11. When appropriate, the Board reserves the right to require of the Company, contractors, or sub-contractors or other persons involved in the provision of services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, sub-contractor, laborer or material man remains unpaid that the Board may in lieu of payment directly to the Company pay such contractor, sub-contractor, laborer or material man in accordance with the money owed, any balance then being paid directly to the company.
12. In the event that the Company fails to perform to the satisfaction of the Board, the Board may give or cause to be given notices in writing to the Company, whereupon the Company shall have thirty (30) days to remedy said performance. If after thirty days following such notice the Company has failed to remedy the performance to the Board's satisfaction all rights of the Company under this Contract shall thereupon terminate and any services and expenses rendered by the Company shall be paid through the date of termination of the contract. The parties further agree that should the Company for any reason breach this contract by failing to complete it, that Company will be paid for services rendered to date less any costs or damages incurred by the County to include re-awarding of the contract or necessary duplication of original work. Compensation shall not exceed the maximum amount of this agreement. All work shall be turned over to the County in the event of termination of this agreement.
13. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the agreement shall be venued in Clermont County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of this agreement in its entirety.
14. Performance of the work shall be completed within \_\_\_\_\_ days of company's receipt of signed contract and notice to proceed. In the event the "notice to proceed" is not issued within forty-five (45) days of the date of execution of this contract, this contract shall become null and void and neither party shall have any further liability to the other under its terms.
15. Any waiver by the County of a breach of this agreement shall not be construed as a waiver of any subsequent breach.

16. The invalidity or unenforceability of any provision of this agreement shall not affect the validity of the remaining terms and conditions.
17. Throughout this project and for not less than one year following final payment, company shall maintain and exhibit proof of professional liability (errors and omissions) insurance in the following amounts:
  - ☐ Minimum of one million dollars in the aggregate for all principals assigned to the project.



**IN WITNESS WHEREOF**, the parties have hereunto executed this agreement in duplicate with the intent to be legally bound thereby.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**COMPANY:**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF CLERMONT COUNTY, OHIO**

**ATTEST:**

\_\_\_\_\_  
Judith A. Kocica, Clerk of the Board

\_\_\_\_\_  
Edwin H. Humphrey, President

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Robert L. Proud, Vice President

This Agreement was prepared and approved as to form by the Office of the Prosecuting Attorney of Clermont County, Ohio

\_\_\_\_\_  
David J. Frey,  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Archie Wilson, Member

## ATTACHMENT 8

### **CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20**

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor’s Authorized Official

\_\_\_\_\_ Name and Title of Contractor’s Authorized Official

\_\_\_\_\_ Date

## ATTACHMENT 9

---

### CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant/Contractor, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT/CONTRACTOR \_\_\_\_\_ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

The undersigned chief counsel for the \_\_\_\_\_ hereby certifies that the \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant's Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Applicant's Attorney